



## CONDITIONS OF SALE

In these conditions of sale, the following words and phrases shall have the following meanings: The "**Company**" shall mean SipsEco Panel Systems Limited; The "**Client**" refers to the person, firm or company who purchases the Goods or Services from the "**Company**"; The "**Contract**" is defined in clause 1.1; "Order" means the **Client's** order for **Goods**; "**Goods**" means any Goods of Services in the Contract supplied by the **Company** to the **Client**.

\*SIPs Eco Panels is the trading name of Sips Eco Panels Systems Ltd; 4-7 Boston Road, Viewfield Industrial Estate, Glenrothes, Fife, KY6 2RE.

### 1 THE CONTRACT

- 1.1** No order shall be binding upon the **Company** until a quotation has been signed for and accepted by the **Client**, in which case a contract (the "**Contract**") will be formed, for the sale and purchase of the goods, comprising the Order and these Conditions.
- 1.2** Once the **Client** has accepted and entered into a contract with the **Company**, the **Client** will have no right to amend or cancel such contract. In the event of the contract being amended at any time the terms are as follows:-
  - 1.2.1** Any amendment or cancellation to the contract may only be accepted by the **Company** in writing at its sole discretion.
  - 1.2.2** If the contract is not amended or cancelled and the goods are delivered in pursuance of such contract and the **Client** refuses to accept or delays in accepting the goods, the **Company** shall be entitled to make a reasonable charge for indirect consequential loss.
  - 1.2.3** In the event of the contract being amended at any time in accordance with Paragraph **1.2.1** and **1.2.2**, the **Client** shall be liable for any costs already incurred in manufacturing and/or design, which are/may be abortive in the light of the amendment(s) proposed and accepted.
- 1.3** In the event of the contract being cancelled at any time in accordance with Paragraph **1.2** the **Client** shall be charged a fixed payment of **40%** of the contract value. This fixed charge shall cover the **Company's** loss of profit and any work done to date.
- 1.4** The issuing of Structural Calculations will not be made until all contract sums have been received by the **Company**.
- 1.5** The **Company** shall have the right to terminate the contract in writing to the **Client** on the occurrence of any of the following events:-
  - 1.5.1** The **Client** failing to meet his obligations under the contract in respect of monies due to any other obligation under the contract;
  - 1.5.2** The **Client's** bankruptcy, insolvency or making any composition or arrangement with his/her creditors;
  - 1.5.3** If the **Client** is a limited company, the appointment of a receiver or administrative receiver over its assets or the making of an administration order in respect of the purchaser.
- 1.6** The signing of the **Company's** Order Form confirms all clients have read the **Company's** Conditions of Sale/Terms and Conditions (T&C's) and accepts the terms in full. Only amendments to the T&C's issued to the **Company** in writing prior to the placing of an order will be accepted by the **Company**. If amendments have been accepted by the **Company** to a term, all other T&C's will still apply throughout the contract.
- 1.7** Any goods, plans, services or labour supplied by the **Company** are strictly in accordance with the **Company's** T&C's.

## 2 DELIVERY

- 2.1 Any pre-arranged dates between that of the **Company** and the **Client** must be specifically agreed to in writing and the **Company** will make every effort to meet these.
- 2.2 Pre-arranged delivery dates cannot be altered less than 7 days prior to such pre-arranged dates unless expressly agreed by the **Company** in writing. The **Company** reserves the right to charge for transport, storage and other consequential costs arising from such alteration.
- 2.3 The **Company** shall ensure that each delivery of the goods is accompanied by a delivery note which shows the Order date, Order number (if any), the type and quantity of the goods, and if the goods are being delivered by instalments; the outstanding balance of goods remaining to be delivered.,
- 2.4 In the event of goods being delivered by the **Company**, the **Client** is to ensure that there is a suitable hard access to the site from the adequately surfaced road with provision for a 40ft trailer to turn **without risk of damage**.
- 2.5 Any quotation inclusive of delivery by the **Company** assumes delivery with an unloading time of 2½ hours from arrival on site. Any additional time spent unloading will be charged as an additional cost.
- 2.6 If the site dictates that a smaller, rigid, lorry is required for delivery there will be an additional cost of £1500.00 per plot.
- 2.7 The **Client** will be liable for any loss or damage sustained by the **Company** or its contractors or agents arising from any failure in the foregoing requirement.
- 2.8 The **Company** will replace any goods short or damaged on delivery provided a claim is made in writing within 7 days of delivery and notified to the **Company** or its agent at the time of delivery.
- 2.9 The **Company** can only accept variation to the order at least 5 weeks prior to delivery and written confirmation of acceptance from the **Company** has been sent to the **Client**. If the **Client** has not received written confirmation at least 20 days prior to the first delivery of the goods, the **Client** must contact the **Company** immediately
- 2.10 The **Company** will endeavour to deliver all goods at the times specified. The **Company** will accept no additional costs for any late deliveries beyond their own control causing any consequential delays or costs.

## 3 WARRANTIES AND LIABILITIES

- 3.1 All goods shall be at the **Clients** risk from the time of delivery by or on behalf of the **Company**.
- 3.2 All goods once delivered to the site by the **Company** or any other supplier becomes the responsibility of the **Client**. The **Client** must therefore ensure that an adequate container or storage facility is on site as well as appropriate site insurance.
- 3.3 If in the event of the **Client** arranging their own collection and delivery, all goods shall be at the **Client's** own risk from the time of collection of the goods from the premises of the **Company** or its suppliers by the **Client** or his/her agents.
- 3.4 Should any of the goods supplied or manufactured by the **Company** prove defective through faulty materials or workmanship within a period of **12 months** following the date of delivery the **Company** will, free of charge, replace or, at its option, repair such defective goods subject to the **Client** notifying the **Company** of such defect(s); Forthwith upon becoming aware of the defect(s) and allowing the **Company** suitable access to the goods when required to carry out the necessary repair of faulty goods only and the **Company** shall not be liable for any indirect or consequential loss.
- 3.5 The **Company** will only be liable for defects if the goods supplied have been used in accordance with plans and specifications provided by the **Company** and no warranty will extend to any building which has not received prior written approval from the **Company**.
- 3.6 The goods shall remain the property of the **Company** until full payment has been made by the **Client** of all sums due. The **Client** must still cover all goods delivered to site as per clause 3.1 above.
- 3.7 Any contracts the **Client** makes with a builder, tradesperson or project manager in the construction of the **Client's** property is independent of the **Company**. The **Company's** liability is limited to the SIPs frame components supplied as per the **Company's** quotation and any drawing work commissioned from the **Company** by the **Client** and referred to in the **Company's** quotation. The **Company** shall not be liable for any delay costs or consequential loss.

## 4 GENERAL NOTES

### 4.1 The Design Process

- 4.1.1 All plans, drawings, specifications and technical material which form part of the **Company's** quotation and which may be supplied in conjunction with the contract (other than those supplied by the **Client** and not derived from the **Company's** material) shall remain the property of the **Company** and shall not be copied or disclosed to any third party without the prior written consent of the **Company**.
- 4.1.2 No design work can be started until receipt of suitably dimensioned drawings issued by the **Company**. Architect's drawings issued to the **Company** may require amendments by the **Company's** structural engineers. Therefore, the **Client** must only use the drawings produced by the **Company's** engineers and designers in the setting out of the **Client's** property and these drawings supersede all previous information either issued or received by the **Company**.
- 4.1.3 All drawings must be supplied in DWG AutoCad versions or similar. If the **Company's** designer needs to convert any drawings, the **Client** will be charged an additional fee per hour spent converting said drawings.
- 4.1.4 The **Company** reserves the right to decline or revise the quotation without prejudice upon receipt of further engineering details or drawings that may adapt or change the way in which the given quotation and assumptions made by the **Company** and their fixing partners have currently been made.
- 4.1.5 The **Company** will not issue anything to a builder or project manager appointed by the **Client** unless the **Company** has received confirmation of such an appointment by a **Client** confirming that the **Client** would like them copied in with all correspondence. The **Client** must confirm the **Company** in writing or by email confirm the **Client's** appointment or notify a representative of the **Company** and this will be confirmed in writing to the **Client**.

### 4.2 Manufacture

- 4.2.1 The **Company** reserves the right to substitute for any of the materials or components referred to in the signed quotation with any materials or a similar type standard and value, whether due to unavailability, improvement or any other reason.
- 4.2.2 It is the obligation of the **Company** under the contract to provide the good and/or services specified within the contract and under no circumstances will the **Company** be liable for any failure or default of any sub-contractor employed by the **Client** which may in any way be connected to the contract.
- 4.2.3 A list of independent project managers and builders is available upon request and has been compiled from people or companies offering their services. The **Client** should seek references and assurances before commissioning them. Any contractual agreements made between the **Client** and a project manager or builder is independent of the **Company**.

### 4.3 Completion

- 4.3.1 The procedure and details regarding the signing off a completed project are as follows:-
  - 4.3.1.1 The senior erector with each team will make a final inspection of all works and sign off the project when complete. In all cases the **Company** would like the **Client** to be present on the day of project completion and sign off, although the **Company** recognises this is not always possible.
  - 4.3.1.2 The senior erector will sign off that all work has been completed to comply with the **Company's** panel drawings and structural engineer's details. The **Client** will not be covering the structural integrity of the building as that is for the **Company** to approve along with its engineers.
  - 4.3.1.3 If any additional items are deemed required or to be fitted at a later date they will be completed by the erectors in due course and access will be required to complete this work. No delays will be accepted for ongoing work whilst this is being dealt with.

### 4.4 Disputes

- 4.4.1 Any dispute between the **Company** and the **Client** which cannot be mutually resolved, shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Chartered Institute of Arbitrators. The arbitrator shall have the power to assess and award damages to and to apportion of costs of arbitration between the parties, and his/her decision shall be final and binding.

## 5 APPROVALS

- 5.1 The **Company's** quotation is inclusive of full engineering drawings and certification for SIPs. Amendments to drawings occasioned by the customer after completion of the **Company's** drawings will be subject to charges in respect of drawings, engineering fees and printing.
- 5.2 Planning and Building Regulation approval (excluding the **Company's** engineering certification) are the responsibility of the **Client**.
- 5.3 If a quotation order form has been signed and plan/drawing numbers change the contract still remains but prior to manufacture should any changes need be made that incur additional costs, the **Company** will notify the **Client** in writing.
- 5.4 The **Company's** SIP panels are accepted by virtually all checking authorities. For a full list the client must ask before placing an order or at the time of placing an order.
- 5.5 SAP ratings are to be commissioned by others. The **Company** will assist with panel values.
- 5.6 The meeting of Code for Sustainable homes requirements is by others. The **Company** will assist with panel values.

## 6 TERMS OF PAYMENT

### 6.1 General Terms

- 6.1.1 The price of the goods shall be the price agreed upon in the signed contract between the **Client** and the **Company**.
- 6.1.2 The price of the goods includes the costs of packaging, insurance and carriage of the goods.
- 6.1.3 The price will only exclude amounts in respect of value added tax (VAT), in which the **Client** shall not be liable to pay, if the project or development has been proven to qualify as zero rates for VAT as confirmed by HMRC in writing.
- 6.1.4 In the event of the **Client's** project being zero rated VAT, The **Company** may invoice the **Client** for the price of any part of the goods that may rightly attract VAT at the prevailing rate (if applicable) on or at any time after completion of delivery. The **Company** shall ensure that the invoice includes the date of order, invoice number, **Client** reference, the **Company's** VAT registration number and any supporting documents that the **Client** may reasonably require.
- 6.1.5 The **Client** shall pay correctly rendered invoices within 14 days of invoice receipt.

### 6.2 Panels Only

- 6.2.1 Payment for Panels Only must be made either by **internet banking** to the account stated in 7.1 or by Credit Card
- 6.2.2 If paying by Credit Card, the **Client** should contact a member of **Company's** sales team whom will take the **Client's** card details. There is a handling charge of 2.5% for credit card payments.

### 6.3 Sips Eco Panels Payment Terms

- 6.3.1 The **Company's** standard payment terms are as follows:-
  - 25% deposit with order
  - 25% Prior to manufacture and frozen design
  - 50% Prior to delivery.
- 6.3.2 The total construction at the appropriate delivery address remains the property of the **Company** until all payments have been received.
- 6.3.3 The preferred method of payment is by **internet banking** to the account stated in 7.1..
- 6.3.4 Credit card payments are to be completed as stated in 6.1.2

### 6.4 Late Payment Terms

- 6.4.1 Any delay in the receipt of payment will have a consequential effect on delivery dates.
- 6.4.2 In the event of the **Client's** failure to make payment of an invoice within 14 days of receipt, the **Client** shall pay interest on the overdue amount at a rate of 4% per annum above Clydesdale Bank base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The **Client** shall pay the interest together with the overdue amount.

## **7 BANK DETAILS FOR INTERNET PAYMENTS**

- 7.1 Bank: Clydesdale Bank**
  - Sort Code: 82-68-31**
  - Account Number: 70016988**
  - REF: (Insert client reference number)**
  - Amount: (As per contract)**
  - Account Name: Sips Eco Panels Systems Ltd**

## **8 ADVISORY NOTES**

- 8.1** If purchasing a plot of land with an existing property on the site under no circumstances should the existing property or any surrounding buildings be demolished until Planning Permission has been granted.